Age of Player's wife: Three years younger than player

Remarriage rates: 1971 Railroad Retirement Board rates

Net investment return: 7.25%

Administration

expenses:

Actual for prior year

Valuation date:

First day of plan year

Actuarial value

of assets:

One-time write-up to market value as of March 31, 1993 followed by restart of the present procedure

thereafter.

Funding method:

Unit credit cost method, except retrospective term

cost based on actual experience during the prior

year for Line-of-Duty disability benefits.

Amortization period:

20 years beginning April 1, 1993; 19 years as of

April 1, 1994, etc. In years when there is a zero or negative unfunded actuarial accrued liability, the amount which is expected to produce a zero unfunded actuarial accrued liability at the end of the

plan year.

May 6, 1993

Harold Henderson National Football League Management Council 410 Park Avenue New York, New York 10022

Dear Harold:

This letter confirms certain agreements between the National Football League Players Association ("NFLPA") and the National Football League Management Council ("NFLMC") regarding several matters not set forth in the Collective Bargaining Agreement ("CBA"). First, the NFLMC will exercise its best efforts to provide to the NFLPA as soon as possible, but no later than December 31, 1993, a complete copy of all existing salary summaries and Player Contracts and Offer Sheets in the NFLMC's possession that were signed by players with respect to the 1989 through 1992 League Years. The copy may be in microfiche or similar readable form.

Second, it is the intention of the NFLPA that it will appoint Eugene Upshaw and Michael Kenn, or two persons of similar stature, to attend meetings of the NFL Competition Committee pursuant to Article XIII (Player Relations Committee), Section 2, of the CBA.

Third, if a Club competes in the Super Bowl, each of its practice squad players will be given a ring similar in appearance to the one provided to Active/Inactive List players, but the ring may be of lesser value.

Sincerely,

/S/

Richard Berthelsen

SEEN & AGREED

May 6, 1993

Harold Henderson National Football League Management Council 410 Park Avenue New York, NY 10022

Re: White v. NFL Dear Harold:

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This letter will confirm our agreement that under Article XIV (NFL Player Contract), paragraph 3 of Article XXX (Consultation and Information Sharing), paragraph 4 of Article XXV (Enforcement of the Salary Cap and Entering Player Pool), and Article XXVIII (Anti Collusion Provisions) of the Collective Bargaining Agreement, any approval or disapproval of a player's contract by the Commissioner, or any communication thereof, timely notice of which is provided to the NFLPA and Class Counsel, cannot be the basis of any claim of collusion. Class Counsel, the NFLPA, or the affected Player shall have the right to appeal the Commissioner's disapproval of such player contract to the Special Master, pursuant to Article XXVI (Special Master) and Article XXV (Enforcement of the Salary Cap and Entering Player Pool) of the Collective Bargaining Agreement.

Sincerely,

/S/

Richard Berthelsen

Harold Henderson

Seen & Agreed

June 23, 1993

Mr. Harold R. Henderson
Executive Vice President for
Labor Relations/Chairman NFLMC
National Football League
410 Park Avenue
New York, New York 10022

Dear Harold:

This letter confirms our agreed-upon interpretations of the following provisions of the Collective Bargaining Agreement ("CBA").

- 1. If a Rookie contracts with a Club for the minimum workout payments set forth in Article XXXV, for his second or subsequent season, such payments shall not be included for the purposes of the 25% calculation under Article XVII, Section 4(e). If a Rookie contracts with a Club for a workout payment in excess of the minimum, such excess amount shall be included for the purposes of the 25% calculation under Article XVII, Section 4(e). In all cases, a workout payment shall count toward Team Salary and a Team's Rookie Allocation.
- 2. For the purposes of valuing the Salary of a player under the Salary Cap, any portion of such Salary for which a Team guarantees payment shall immediately be included in Team Salary during the year earned, subject only to the exceptions contained in Article XXIV, Section 7(d) (i)-(iv).
- 3. For purposes of the Salary Cap and Entering Player Pool, any guaranteed bonus tied to workouts shall be treated as a Signing Bonus.
- 4. For purposes of the Salary Cap and Entering Player Pool, any salary advance which a player is not obligated to re-pay shall be treated as a Signing Bonus.
- 5. For purposes of calculating the minimum tenders to Franchise and Transition players under Article XX, if the present value of any deferred Paragraph 5 amount (as defined in Article XXIV, Section 7, Paragraph (a) (ii)) is at least \$100,000 less than the initial Paragraph 5 amount (before being present valued), then the present value amount shall be used.
- 6. For purposes of the Salary Cap and Entering Player Pool, any roster or reporting bonus which is earned or paid before the start of the Club's pre-season training camp shall be treated as a Signing Bonus.
- 7. For purposes of the Entering Player Pool and a Team's Rookie Allocation, amounts contracted to be paid to Drafted Rookies, and amounts in excess of the applicable Minimum Active/Inactive List Salary contracted to be paid to Undrafted Rookies pursuant to Article XVII, Section 4, shall be counted against the Entering Player Pool and a Team's Rookie Alloca-

tion, whether the amounts are actually paid, in the manner otherwise specified in the CBA.

- 8. The final sentence of Article XIX, Section 3 (b) applies to Article XIX, Section 3 (c).
- 9. Pursuant to Article XXXIV, Section 4, the practice squad shall consist of players who do not have an Accrued Season.

In addition, it is agreed that in League Years for which no Salary Cap is in effect, 85% of any amount contracted by a Team to be paid from the Team's Rookie Allocation to a Rookie, but not actually paid by the Team to that player, either as a rookie, or as a re-signed first-year player or practice squad player, which amount was not paid because that player was released, will be distributed to all rookies on such Team promptly after the end of the season on a pro rata basis based upon the number of downs played.

Finally, it is agreed that any non-injury dispute between a player and a Club arising before the effective date of the CBA that was or is arbitrable under a 1992 or 1993 NFL Player Contract, involving a player who is under contract or who has received a tender for the 1993 NFL season, which dispute to date has not been filed as a civil action, must be processed through Article IX of the CBA and must be initiated prior to the date of the first regular season game of the 1993 League Year.

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Sincerely,

Gene Upshaw

Agreed to and accepted:

Harold R. Henderson

August 4, 1993

Gene Upshaw Executive Director NFL Players Association 2021 L. Street, N.W. Washington, D.C. 20036

Re: Collective Bargaining Agreement Dear Gene:

This letter confirms our agreement regarding reimbursements and payments to players for Rookie Orientation Camps, as follows:

- 1. The parties agree that if a club has a Rookie Orientation Program apart from its allowable mini camp(s) and prior to its training camp, the following categories of per player reimbursements or payments will not be counted against the Entering Player Pool:
- (1) One Round Trip Airline Ticket or its cash equivalent from the player's place of residence to the club city and back, not to exceed \$750.

(2) Room and Board of up to \$100 per day or its equivalent, up to a maximum of 45 days.

(3) Ground transportation to and from the player's place of residence in the club's city to the club's facility.

Any amounts in excess of the above reimbursements or payments will count against the Entering Player Pool.

- 2. The parties further agree that the above reimbursements or payments for Rookie Orientation Programs will not be considered Player Costs during the term of this Agreement. The parties reserve their respective rights and arguments with respect to whether any amounts in excess of the above reimbursements or payments do or do not qualify as Player Costs under the Agreement.
- 3. Costs associated with the Rookie Orientation Programs will be evaluated by the NFLPA, Class Counsel, and the NFLMC each year to de-

termine if adjustment, with respect to the Entering Player Pool, is appropriate.

Sincerely,

Harold Henderson

SEEN & AGREED

August 4, 1993

Gene Upshaw Executive Director NFL Players Association 2021 L. Street, N.W. Washington, D.C. 20036

Re: Collective Bargaining Agreement

Dear Gene:

This letter confirms our agreed-upon interpretation of the Collective Bargaining Agreement ("CBA") regarding whether Clubs subject to the Final Eight Plan are permitted to negotiate with and sign Transition Players, and Franchise Players who otherwise are permitted to negotiate and sign with other Clubs.

We have agreed that Final Eight Plan Clubs are permitted under the CBA to negotiate with and sign such players, since these players are not Unrestricted Free Agents. We further confirm that this agreement does not affect in any way any contracts such players may have already entered into this year.

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Sincerely,

Harold Henderson

**SEEN & AGREED** 

August 4, 1993

Harold R. Henderson
Executive Vice President for Labor Relations/
Chairman NFLMC
National Football League
410 Park Avenue
New York, New York 10022

Re: Collective Bargaining Agreement Dear Harold:

This letter confirms our understanding that our agreement to use one contract form for a multi-year deal between a player and a club (as opposed to using a series of one-year contract forms as in the past) does not expand the period of time for which a club is obligated to provide an injured player with medical and hospital care. Put another way, we agree that Paragraph 9 of the new NFL Player Contract gives the same coverage in this respect as Paragraph 9 of the old form.

Of course, nothing in this letter shall be construed as modifying any workers compensation rights that a player or club may have.

Sincerely,

Gene Upshaw

SEEN & AGREED

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